

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

**SECOND SUPERSEDING INDICTMENT FOR CONSPIRACY TO COMMIT BRIBERY
CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS, CONSPIRACY TO
COMMIT THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS,
CONSPIRACY TO COMMIT WIRE FRAUD, BRIBERY, WIRE FRAUD, THEFT,
AND NOTICE OF FORFEITURE**

UNITED STATES OF AMERICA

* CRIMINAL NO. 11-299

v.

* SECTION: "HH" (SHF)

AARON F. BROUSSARD
THOMAS G. WILKINSON

* VIOLATION: 18 U.S.C. § 371
18 U.S.C. § 666(a)(1)(B)
* 18 U.S.C. § 666(a)(1)(A)
18 U.S.C. § 1343
* 18 U.S.C. § 2

* * *

The Grand Jury charges that:

COUNT 1

**CONSPIRACY TO COMMIT BRIBERY AND THEFT CONCERNING PROGRAMS
RECEIVING FEDERAL FUNDS AND CONSPIRACY TO COMMIT WIRE FRAUD**

A. AT ALL TIMES MATERIAL HEREIN:

Defendant - AARON F. BROUSSARD

1. On or about October 4, 2003, defendant **AARON F. BROUSSARD**

(**"BROUSSARD"**) was elected Parish President of Jefferson Parish, Louisiana. On or about

October 20, 2007, defendant **BROUSSARD** was re-elected by the voters of Jefferson Parish.

2. As Jefferson Parish President, defendant **AARON F. BROUSSARD** was the chief administrative officer and an agent of Jefferson Parish and was responsible for the administration and supervision of all Jefferson Parish departments, offices, agencies, and special districts. **BROUSSARD** had the power to appoint and remove executive appointees responsible to him and **BROUSSARD** had the authority to award discretionary salary increases to those employees.

Defendant - THOMAS G. WILKINSON

3. On or about December 8, 2003, **AARON F. BROUSSARD** retained defendant **THOMAS G. WILKINSON** ("WILKINSON") as the Parish Attorney for Jefferson Parish for which **WILKINSON** was paid approximately \$100,000.00 per year. **WILKINSON** held the position of Parish Attorney for Jefferson Parish since 1996.

4. As the Parish Attorney for Jefferson Parish, defendant **THOMAS G. WILKINSON** had supervisory authority over, among others, the Jefferson Parish Attorney's Office and **WILKINSON** had the authority to approve the hiring of new employees and the authority to approve pay raises for Jefferson Parish Attorney's Office employees. As the Jefferson Parish Attorney, **WILKINSON** and his office also negotiated, reviewed, and finalized contracts with Parish vendors.

5. As Jefferson Parish Attorney, defendant **THOMAS G. WILKINSON** was an unclassified employee appointed by Jefferson Parish President and defendant **AARON F. BROUSSARD** and, therefore, served at the pleasure of, and reported directly to, **BROUSSARD**.

6. Defendant **THOMAS G. WILKINSON** established direct deposit with Iberia Bank, formerly Omni Bank, and, as a result, his salary was deposited into his Iberia/Omni Bank account.

7. **THOMAS G. WILKINSON** also operated an outside legal practice during his term as Parish Attorney for Jefferson Parish.

Other Jefferson Parish Employees

8. Upon taking office, defendant **AARON F. BROUSSARD** retained Timothy A. Whitmer (“Tim Whitmer” or “Whitmer”) as the Chief Administrative Assistant/Chief Administrative Officer (“CAO”) for Jefferson Parish.

9. As the CAO for Jefferson Parish, Tim Whitmer was responsible for the day-to-day operations of Jefferson Parish government.

10. Prior to 2004, Karen Parker, a/k/a Karen Broussard Parker (“Parker”) worked for defendant **AARON F. BROUSSARD** as an administrative assistant. As set forth below, after **AARON F. BROUSSARD**’s election as Parish President, Parker was given a parish position in the **BROUSSARD** administration.

Jefferson Parish Contractors

11. First Communications Company (“FCC”) was a telecommunications company that provided, among other things, telecommunications services to commercial customers, including businesses, governments, and governmental organizations. FCC was founded by William P. Mack (“Mack”) in or around 1982. Since 1982 through in or around July 2012, Mack was an owner and/or president of FCC.

12. During the tenure of Jefferson Parish President **AARON F. BROUSSARD**, Mack, through his company, FCC, sought and received telecommunications work and contracts from Jefferson Parish.

Parker's Employment, Resignation, and Re-Hiring

13. Beginning in 1992, Parker began working for the Jefferson Parish government as an administrative assistant for the Jefferson Parish Council.

14. On or about July 31, 2003, Karen Parker began working for defendant **AARON F. BROUSSARD's** campaign for Jefferson Parish President after resigning from her position as an administrative assistant for Jefferson Parish Councilman and defendant **BROUSSARD**, a position Parker held for several years.

15. On or about October 28, 2003, defendant **THOMAS G. WILKINSON** approved the rescission of Karen Parker's July 31, 2003 resignation from Jefferson Parish employment which, as set forth below, permitted Parker to obtain certain employment benefits under the rules and regulations of Jefferson Parish.

16. On or about November 13, 2003, defendant **THOMAS G. WILKINSON** approved the placing of Karen Parker on leave without pay for the time period August 1, 2003, through on or about October 28, 2003, thereby eliminating any break in her employment with Jefferson Parish.

17. On or about May 29, 2004, Karen Parker and defendant **AARON F. BROUSSARD** were married.

18. On or about October 28, 2003, Karen Parker was given the position of Paralegal Supervisor in the Jefferson Parish Attorney's Office. Her starting salary was approximately \$48,000.00.

19. The salary range for the position of Paralegal Supervisor for 2003 was approximately \$28,838.00 to \$44,737.00 according to the Executive Pay Plan for Jefferson Parish.

20. According to the job description of Paralegal Supervisor, the essential functions of that position require that the “[i]ndividual conducts basic legal research, interviews witnesses, meets with inter-governmental personnel and members of the public, gathers evidence to formulate the Parish’s position on Parish or other matters. Individual prepares legal documents including pleadings, wills, contracts, leases, property descriptions and legal opinions setting forth the Parish’s position on Parish and other matters. Individual supervises and coordinates the activities of various support staff.”

21. The Paralegal Supervisor position is an unclassified position and, therefore, applicants are not required to take a civil service examination nor are unclassified employees subject to the same annual Employment Performance Evaluation process that classified employees are required to undergo.

22. The Jefferson Parish job description for the position of Jefferson Parish Attorney’s Office Paralegal Supervisor required Paralegal Supervisors to have completed paralegal training and certification.

23. Karen Parker was not trained as a Paralegal or a Paralegal Supervisor nor did she possess the required paralegal certification.

24. The salary range for the position of Paralegal Supervisor for 2007 - 2010 was approximately \$36,071.00 - \$50,756.00 according to the Executive Pay Plan for Jefferson Parish.

25. On or about March 8, 2004, defendant **THOMAS G. WILKINSON** approved the location transfer of Karen Parker to the East Bank Regional Library where the office of ID Management was located.

26. ID Management is the department responsible for issuing access badges to Jefferson Parish employees and is operated independent of the Jefferson Parish Attorney’s Office.

27. Jefferson Parish determined that the Parish only requires one employee to hold the position of ID/Security System Coordinator.

28. The salary range for the Jefferson Parish employee with the position of ID/Security System Coordinator, who was located at the East Bank Regional Library, and was responsible for the issuance of Jefferson Parish employee access badges, was approximately \$24,297.00 - \$37,693.00 for the years 2004 - 2006 and was approximately \$30,533.00 - \$42,963.00 for the years 2007 - 2010.

29. Despite Karen Parker's transfer to the East Bank Regional Library where she was assigned to ID Management, Parker retained her job title and higher salary of Paralegal Supervisor until her dismissal on or about February 5, 2010.

30. Karen Parker did not perform any of the duties of a Paralegal Supervisor while assigned to ID Management at the East Bank Regional Library.

31. Under the title Paralegal Supervisor for Jefferson Parish, Karen Parker was paid approximately \$323,308.13 for the years 2004-2010, which was approximately \$129,000.00 more than the employee who held the position of ID/Security System Coordinator.

32. Jefferson Parish utilized Iberia Bank, formerly Omni Bank, for Automated Clearing House transactions (payroll) that transmitted, via wire, these payroll transactions that crossed state lines before the payroll funds were deposited into the recipient (employee) bank account.

33. Defendant **AARON F. BROUSSARD** and Karen Parker had approximately four joint bank accounts at various financial institutions, filed their federal income tax returns jointly, and applied together for bank loans and/or mortgages.

34. Karen Parker established direct deposit with the Jefferson Parish Employees Federal Credit Union (JPEFCU) and as a result her salary under the title Paralegal Supervisor was deposited into her JPEFCU account.

Jefferson Parish Employment Rules and Regulations

35. Jefferson Parish provides for longevity pay raises for employees. Employees receive a step for every three years of employment after they have completed seven years of continuous employment with Jefferson Parish. Employees receive an additional five percent compounded increase in their salary for each eligible step.

36. Jefferson Parish employees with at least two years of continuous employment may also receive tenure awards if funding permits. These tenure awards are calculated by multiplying the number of years of employment with Jefferson Parish by \$25.00.

37. Jefferson Parish employees with less than five years employment experience earn approximately 3.5 hours of annual leave every two weeks. Employees with five to ten years experience earn approximately 4.38 hours of annual leave every two weeks. An employee who has worked for Jefferson Parish for more than ten years is placed in the maximum leave category and earns approximately 5.25 hours of annual leave every two weeks.

38. When an employee resigns or retires from Jefferson Parish and is then re-hired at a later time, that employee must wait at least 90 days before they are eligible for health insurance benefits.

39. In Jefferson Parish it is the discretion of the department head to award compensatory ("comp") time to their employees. Comp time is subject to prior approval by the department head and is approved under limited circumstances.

Jefferson Parish Government

40. The Jefferson Parish Attorney's Office and ID Management are both agencies of Jefferson Parish.

41. Jefferson Parish is a local government/political subdivision of the State of Louisiana that received federal assistance in excess of \$10,000.00 during each of the one year periods beginning on January 1st and ending December 31st for the years 2004, 2005, 2006, 2007, 2008, 2009, and 2010.

B. THE SCHEME TO DEFRAUD

Beginning at a time unknown, but prior to on or about July 31, 2003, and continuing to on or about February 5, 2010, in the Eastern District of Louisiana and elsewhere, the defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, along with others, did knowingly and willfully devise and intend to devise a scheme and artifice to defraud the citizens of Jefferson Parish and to obtain money and property from Jefferson Parish.

It was further a part of the scheme and artifice to defraud that, from at least July 31, 2003, and continuing to on or about February 5, 2010, in the Eastern District of Louisiana and elsewhere, **AARON F. BROUSSARD** sought to and did abuse his political office, with the assistance of others, including defendant **THOMAS G. WILKINSON**, in an effort to personally enrich himself by, among other things, (1) wrongfully obtaining parish employment for individuals including but not limited to his girlfriend and later-wife, Karen Parker, for jobs they were not qualified for and did not perform, and (2) unlawfully using taxpayer funds to reward individuals for undertaking personal favors for **BROUSSARD**.

It was further a part of the scheme and artifice to defraud that, from in or about July 2003, through in or about February 2010, **AARON F. BROUSSARD** personally enriched himself and financially benefitted other employees including defendant **THOMAS G. WILKINSON** by means of false pretenses, promises and representations thereby defrauding Jefferson Parish and its citizens of money and property.

It was further a part of the scheme and artifice to defraud that **AARON F. BROUSSARD** used taxpayer funds to reward **THOMAS G. WILKINSON** for his intercession on behalf of **BROUSSARD's** family member in the competitive admissions process for a local private school when **BROUSSARD** awarded **WILKINSON** a discretionary pay raise of approximately \$36,000.00 per year.

It was further a part of the scheme and artifice to defraud that **AARON F. BROUSSARD** obtained approximately \$323,000.00 for himself and his girlfriend and then wife, Karen Parker, through the assistance of **THOMAS G. WILKINSON**, Tim Whitmer, and others, which was approximately \$129,000.00 more than the employee who held the position of ID/ Security System Coordinator.

It was further a part of the scheme and artifice to defraud that defendants **AARON F. BROUSSARD, THOMAS G. WILKINSON**, Karen Parker, and Tim Whitmer used the Parish Attorney's Office and ID Management, and allowed the Parish Attorney's Office and ID Management to personally enrich **BROUSSARD, WILKINSON**, and Karen Parker with taxpayer funds.

It was further a part of the scheme and artifice to defraud that defendants **AARON F. BROUSSARD, THOMAS G. WILKINSON**, and others used their influence and positions in

Jefferson Parish government to make hiring decisions involving various friends, family members, and political allies and award pay increases that were contrary to the best interest of the citizens of Jefferson Parish.

It was further a part of the scheme and artifice to defraud that defendants **AARON F. BROUSSARD, THOMAS G. WILKINSON**, Tim Whitmer, and another Jefferson Parish official created an additional Paralegal Supervisor position for Karen Parker and allowed her to retain that position for over six years thereby allowing her to collect over \$323,000.00 in taxpayer funds knowing that she was neither qualified nor performing the job of Paralegal Supervisor when in fact, she was assigned to ID Management and was paid approximately \$129,000.00 more than the employee who held the position of ID/ Security System Coordinator.

It was further a part of the scheme and artifice to defraud that on or about October 28, 2003, defendant **THOMAS G. WILKINSON** approved the appointment of Karen Parker to the position of Paralegal Supervisor in the Jefferson Parish Attorney's Office knowing that she did not meet the qualifications and/or requirements for the position of Paralegal Supervisor and knowing that she was romantically involved with president-elect **AARON F. BROUSSARD**.

It was further a part of the scheme and artifice to defraud that on or about October 28, 2003, defendant **THOMAS G. WILKINSON** rescinded the July 31, 2003 resignation of Karen Parker thereby allowing her to collect additional money and salary in the form of longevity pay, tenure awards, health insurance benefits, and annual leave.

It was further a part of the scheme and artifice to defraud that on or about October 28, 2003, defendant **THOMAS G. WILKINSON** and/or a subordinate employee crossed out the pay rate for Karen Parker of \$28,838.00 and wrote \$48,000.00 on an official Parish of Jefferson,

Department of Human Resources, Request to Fill a Vacant Job form.

It was further a part of the scheme and artifice to defraud that when defendant **THOMAS G. WILKINSON** approved the hiring of Karen Parker as a Paralegal Supervisor, the position was not advertized publicly nor was Karen Parker required to take a civil service examination because the position was an unclassified position.

It was further a part of the scheme and artifice to defraud and known to **THOMAS G. WILKINSON** that Karen Parker did not perform any of the “essential functions” as referenced in the job description for the position of Paralegal Supervisor.

It was further a part of the scheme and artifice to defraud that in or about December 2003, defendant **AARON F. BROUSSARD** retained **THOMAS G. WILKINSON** as Parish Attorney for Jefferson Parish, a position that paid approximately \$100,000.00 per year.

It was further a part of the scheme and artifice to defraud that on or about March 8, 2004, defendant **THOMAS G. WILKINSON** approved the location transfer of Karen Parker from the Jefferson Parish Attorney’s Office to ID Management located at the East Bank Regional Library.

It was further a part of the scheme and artifice to defraud that in 2004, 2007, and twice in 2008, defendant **THOMAS G. WILKINSON** approved Annual Evaluation Pay Raises for Karen Parker that increased her annual salary.

It was further a part of the scheme and artifice to defraud that in 2004, 2005, three times in 2007, 2008, and 2009, defendant **AARON F. BROUSSARD** directed and approved salary increases for defendant **THOMAS G. WILKINSON** that increased his annual salary.

It was further a part of the scheme and artifice to defraud and to conceal the scheme and artifice to defraud that on or about January 30, 2008, defendant **AARON F. BROUSSARD** and

Karen Parker made a false representation on a financial document that listed Karen Parker's position as a Paralegal and which was faxed from the Jefferson Parish President's Office.

It was further a part of the scheme and artifice to defraud that in or about the fall of 2008, defendant **THOMAS G. WILKINSON** attempted to use his position and perceived influence as a board member for a local private school to assist **AARON F. BROUSSARD's** family member during the competitive admission process for that same school.

It was further a part of the scheme and artifice to defraud that in or about 2009, defendant **AARON F. BROUSSARD** instructed Tim Whitmer to process a pay raise for defendant **THOMAS G. WILKINSON** because **BROUSSARD** believed that **WILKINSON** had been instrumental in defendant **BROUSSARD's** family member's acceptance into a local private school.

It was further a part of the scheme and artifice to defraud that Tim Whitmer told defendant **THOMAS G. WILKINSON** that defendant **AARON F. BROUSSARD** was giving **WILKINSON** a substantial discretionary pay raise because **BROUSSARD** wanted to reward **WILKINSON** for helping **BROUSSARD's** family member get accepted into a local private school.

It was further a part of the scheme and artifice to defraud that during the five year period of 2004 - 2009, defendant **AARON F. BROUSSARD** authorized pay raises for defendant **THOMAS G. WILKINSON** that increased **WILKINSON's** salary from approximately \$100,000.00 to approximately \$184,000.00, knowing that this would result in an increased retirement benefit to **WILKINSON**.

It was further a part of the scheme and artifice to defraud that during the five year period of 2004 - 2009, defendant **THOMAS G. WILKINSON** authorized pay raises that increased Karen Parker's salary from approximately \$46,439.99 to approximately \$63,898.36, knowing that this would result in an increased retirement benefit to Parker.

It was further a part of the scheme and artifice to defraud and in an effort to conceal the scheme and artifice to defraud that on or about April 28, 2009, defendant **AARON F. BROUSSARD** caused a fax to be transmitted to defendant **THOMAS G. WILKINSON** that falsely attempted to describe Karen Parker's position with Jefferson Parish.

It was further a part of the scheme and artifice to defraud and in an effort to conceal the scheme and artifice to defraud that on or about May 5, 2009, defendant **AARON F. BROUSSARD** made false statements when answering questions about his wife's occupation, job description, and nature of services rendered pursuant to her employment when he executed a sworn Personal Financial Disclosure Statement that was filed with the Louisiana Board of Ethics.

It was further a part of the scheme and artifice to defraud and in an effort to conceal the scheme and artifice to defraud that defendant **AARON F. BROUSSARD** made repeated false representations about Parker's occupation on official U.S. government documents.

C. THE CONSPIRACY

Beginning at a time unknown, but prior to on or about July 31, 2003, and continuing to on or about February 5, 2010, in the Eastern District of Louisiana and elsewhere, **AARON F. BROUSSARD, THOMAS G. WILKINSON**, and others known and unknown to the grand jury, did knowingly and willfully combine, conspire, and agree together and with each other to:

1. Corruptly accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transaction involving anything of value of \$5,000.00 or more of an organization, government, or agency that receives more than \$10,000.00 under a federal program during a one year period; in violation of Title 18, United States Code, Section 666(a)(1)(B).

2. Embezzle, steal, and obtain by fraud, property valued at \$5,000.00 or more and owned by or under the care, custody, and control of the Parish of Jefferson; in violation of Title 18, United States Code, Section 666(a)(1)(A).

3. Use and cause to be used bank wire transfers to be transmitted by means of wire communication in interstate commerce the signals and sounds in furtherance of the scheme and artifice to defraud as set forth in Part B of Count 1; in violation of Title 18, United States Code, Section 1343.

D. OVERT ACTS

On or about the following dates, in furtherance of the conspiracy and to accomplish its purposes, the defendants, **AARON F. BROUSSARD**, **THOMAS G. WILKINSON**, and others, including Tim Whitmer, Karen Parker, and Bill Mack, committed the following overt acts, among others, in the Eastern District of Louisiana and elsewhere:

1. After **AARON F. BROUSSARD**'s election on or about October 4, 2003, but prior to him taking office as the President of Jefferson Parish and prior to on or about October 28, 2003, **BROUSSARD** met with defendant **THOMAS G. WILKINSON**, Tim Whitmer, and another Jefferson Parish official for the purpose of creating a position for Karen Parker. It was decided during this meeting to create an additional Paralegal Supervisor position in the Jefferson Parish Attorney's Office for Parker.

2. Prior to on or about October 28, 2003, defendant **THOMAS G. WILKINSON** agreed to have Karen Parker assigned to the Jefferson Parish Attorney's Office as a Paralegal Supervisor.

3. On or about October 28, 2003, defendant **THOMAS G. WILKINSON** approved the appointment of defendant Karen Parker to the position of Paralegal Supervisor.

4. On or about October 28, 2003, defendant **THOMAS G. WILKINSON** rescinded the July 31, 2003 resignation of Karen Parker.

5. On or about October 28, 2003, defendant **THOMAS G. WILKINSON** and/or a subordinate employee crossed out the pay rate for Karen Parker of approximately \$28,838.00 and wrote \$48,000.00 on an official Parish of Jefferson, Department of Human Resources, Request to Fill a Vacant Job form.

6. In or about December 2003, defendant **AARON F. BROUSSARD** decided to retain **THOMAS G. WILKINSON** as the Parish Attorney for Jefferson Parish.

7. From in or around 2003 through in or around 2010, defendant **THOMAS G. WILKINSON** allowed numerous political and personal friends and associates of defendant **AARON F. BROUSSARD** to be hired and put on the payroll of the Jefferson Parish Attorney's Office and would describe them, in conversations, as "deadheads" who worked for him.

8. In or about December 2003, defendant **AARON F. BROUSSARD** decided to retain Tim Whitmer as Chief Administrative Assistant/Chief Administrative Officer for Jefferson Parish.

9. From in or around January 2004 through on or about November 13, 2007, Mack made approximately forty-one (41) payoffs and kickbacks totaling approximately \$66,000.00 to

defendant **AARON F. BROUSSARD** in exchange for **BROUSSARD**'s efforts and official acts to try to help steer, among other things, Jefferson Parish telecommunications work, as well as telecommunications work from private vendors, including other Jefferson Parish vendors, to FCC.

10. On or about January 13, 2004, defendant **AARON F. BROUSSARD** signed a "recusal" letter, purportedly recusing himself from official Jefferson Parish business involving particular industries, including the telecommunications industry which would include FCC. This recusal letter was sent to the Jefferson Parish Council, as well as defendant **THOMAS G. WILKINSON**.

11. In or around early 2004, defendant **THOMAS G. WILKINSON** and Tim Whitmer had a conversation regarding **BROUSSARD**'s purported recusal where both parties, including defendant **WILKINSON**, discussed **BROUSSARD**'s recusal letter as being a sham and not being enforced or adhered to by **BROUSSARD**.

12. From in or around early 2004 through in or around 2010, despite his purported "recusal," defendant **AARON F. BROUSSARD** improperly interjected himself into the drafting, letting, selection, and awarding of Jefferson Parish contracts, including but not limited to FCC.

13. Beginning at least in early 2004 and continuing through in or around 2009, defendant **AARON F. BROUSSARD** would regularly meet with Mack, the owner of FCC, to pick up his payoffs and bribes and to discuss, among other things, telecommunications work he could assist Mack in obtaining.

14. In early 2004, defendant **THOMAS G. WILKINSON** and Tim Whitmer had a conversation to discuss Karen Parker's improper requests for overtime or comp pay. As a result,

defendant **AARON F. BROUSSARD** was notified that Parker was violating Jefferson Parish rules by attempting to collect overtime/comp pay under the circumstances described to defendant **BROUSSARD**.

15. On or about March 8, 2004, defendant **THOMAS G. WILKINSON** approved the location transfer of Karen Parker from the Jefferson Parish Attorney's Office to ID Management located at the East Bank Regional Library, but allowed her to retain her Paralegal Supervisor title and salary.

16. On or about May 26, 2004, Mack and his company, FCC, who simultaneously paid kickbacks to defendant **AARON F. BROUSSARD**, was awarded two Jefferson Parish telecommunications contracts worth a total of approximately \$30,000.00 by the Jefferson Parish Council in a council meeting where defendant **THOMAS G. WILKINSON**, who was aware of the improper relationship between Mack and **BROUSSARD**, was present. **WILKINSON**, as Parish Attorney, failed to notify the council at that meeting of the improper relationship between Mack and **BROUSSARD**.

17. In or about early- to mid-2004, the contracts awarded by the Jefferson Parish Council to FCC and its owner, Mack, who was simultaneously and corruptly making payoffs to defendant **AARON F. BROUSSARD**, were reviewed and negotiated by the office of defendant **THOMAS G. WILKINSON**, on behalf of Jefferson Parish.

18. On or about July 1, 2004, defendant **THOMAS G. WILKINSON** approved an Annual Evaluation Pay Raise for Karen Parker that increased her annual salary of approximately \$51,789.00 to approximately \$54,378.00.

19. On or about July 6, 2004, defendant **AARON F. BROUSSARD** approved or directed a salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$100,000.00 to approximately \$105,000.00.

20. On or about August 25, 2004, defendant **THOMAS G. WILKINSON**, who was aware of defendant **BROUSSARD**'s improper relationship with Mack and sham recusal, was present at a Jefferson Parish council meeting when a resolution was passed involving FCC concerning a telecommunications contract that was awarded to Mack and his company, FCC. **WILKINSON** failed to notify the council at that meeting of the improper relationship between Mack and **BROUSSARD**.

21. Prior to on or about August 6, 2005, defendant **AARON F. BROUSSARD** approved or directed a salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$105,000.00 to approximately \$107,625.00.

22. On or about August 31, 2005, FCC and its owner, Mack, who was simultaneously paying kickbacks to defendant **AARON F. BROUSSARD**, was awarded a Jefferson Parish telecommunications contract worth approximately \$7,000.00 by the Jefferson Parish Council.

23. In or about early- to mid-2005, the contract awarded by the Jefferson Parish Council to FCC and its owner, Mack, who was simultaneously and corruptly making payoffs to defendant **AARON F. BROUSSARD**, was reviewed and negotiated by the office of defendant **THOMAS G. WILKINSON**, on behalf of Jefferson Parish.

24. At some time in 2006 or 2007, defendant **THOMAS G. WILKINSON** learned that Karen Parker was observed gambling at a daiquiri establishment during work hours and, as a result, **WILKINSON** and the Jefferson Parish Sheriff's Office high ranking employee assigned

to protect and chauffeur **AARON F. BROUSSARD** confronted Parker in **WILKINSON's** office about the allegation.

25. Prior to on or about January 6, 2007, defendant **AARON F. BROUSSARD** approved or directed Tim Whitmer to approve a salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$107,625.00 to approximately \$116,235.00.

26. On or about June 22, 2007, defendant **AARON F. BROUSSARD** approved or directed Tim Whitmer to approve a salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$116,235.00 to approximately \$122,047.00.

27. On or about June 25, 2007, defendant **THOMAS G. WILKINSON** approved an Annual Evaluation Pay Raise for Karen Parker that increased her annual salary of approximately \$58,728.00 to approximately \$61,664.00.

28. In or around November 2007, defendant **AARON F. BROUSSARD** sought to conceal and legitimize his relationship with, and the payoffs he had been receiving from, Mack by claiming the payoffs were for legal services rendered. In reality, as set forth above, Mack had made payoffs to **BROUSSARD** for his influence, as Parish President, to steer, among other things, telecommunications work to FCC.

29. On or about December 7, 2007, defendant **AARON F. BROUSSARD** approved or directed Tim Whitmer to approve a discretionary salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$122,047.12 to approximately \$134,251.75.

30. In or about June 2008, Mack and his company, FCC, who had corruptly made payoffs to defendant **AARON F. BROUSSARD**, obtained telecommunications work with Jefferson Parish worth approximately \$10,000.00.

31. On or about January 30, 2008, defendant **AARON F. BROUSSARD** faxed a personal financial statement relative to a mortgage application from the Jefferson Parish President's Office to a financial institution knowing that the document falsely listed Karen Parker's position as a Paralegal.

32. In or about late 2007 or early 2008, defendant **AARON F. BROUSSARD** corruptly undertook official acts in an effort to steer a Request for Proposal ("RFP") sought to be released by the Jefferson Parish Council to FCC and its owner, Mack, in exchange for the payoffs he had previously been receiving.

33. On or about June 23, 2008, defendant **THOMAS G. WILKINSON** approved an Annual Evaluation Pay Raise for Karen Parker that increased her annual salary of approximately \$61,664.00 to approximately \$61,778.00.

34. On or about July 1, 2008, defendant **THOMAS G. WILKINSON** approved an additional Annual Evaluation Pay Raise for Karen Parker that increased her annual salary of approximately \$61,664.00 to approximately \$64,747.00.

35. On or about August 5, 2008, defendant **AARON F. BROUSSARD** approved or directed Tim Whitmer to approve a salary increase for defendant **THOMAS G. WILKINSON** that increased his annual salary of approximately \$134,252.00 to approximately \$147,677.00.

36. In the Fall of 2008, defendant **THOMAS G. WILKINSON** attempted to use his position as a board member at a local private school in order to assist a family member of

AARON F. BROUSSARD in the competitive admission process.

37. In or about January 2009, defendant **AARON F. BROUSSARD** directed Tim Whitmer to give defendant **THOMAS G. WILKINSON** the maximum salary possible because **WILKINSON** had helped **BROUSSARD**'s family member get into a local private school.

38. In or about January 2009, Tim Whitmer told defendant **THOMAS G. WILKINSON** that defendant **AARON F. BROUSSARD** instructed Whitmer to give **WILKINSON** the maximum possible salary increase because **WILKINSON** had helped get his family member into a local private school.

39. On or about February 6, 2009, defendant **THOMAS G. WILKINSON**'s salary was increased from approximately \$147,677.14 to approximately \$183,870.05 based on defendant **AARON F. BROUSSARD**'s belief that **WILKINSON** had helped his family member gain admission to a local private school.

40. On or about April 13, 2005, defendant **AARON F. BROUSSARD** made a false representation about Parker's occupation on an official U.S. government document.

41. On or about November 11, 2006, defendant **AARON F. BROUSSARD** made a false representation about Parker's occupation on an official U.S. government document.

42. On or about July 23, 2007, defendant **AARON F. BROUSSARD** made a false representation about Parker's occupation on an official U.S. government document.

43. On or about April 9, 2008, defendant **AARON F. BROUSSARD** made a false representation about Parker's occupation on an official U.S. government document.

44. On or about April 14, 2009, defendant **AARON F. BROUSSARD** made a false representation about Parker's occupation on an official U.S. government document.

45. On or about April 28, 2009, defendant **AARON F. BROUSSARD** had a fax transmitted to defendant **THOMAS G. WILKINSON** that falsely attempted to describe Karen Parker's position with Jefferson Parish.

46. On or about May 5, 2009, defendant **AARON F. BROUSSARD** made false statements when answering questions about his wife's occupation, job description, and nature of services rendered pursuant to her employment when he executed a sworn Personal Financial Disclosure Statement that was filed with the Louisiana Board of Ethics.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-6

BRIBERY CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS

A. The allegations contained in Part A of Count 1 are hereby re-alleged and incorporated herein by reference.

B. On or about the dates listed below, in the Eastern District of Louisiana, defendant **AARON F. BROUSSARD**, an agent of the Parish of Jefferson, a local government that received in excess of \$10,000.00 during the one-year period beginning in January 2007 and ending on December 31, 2007, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, or series of transactions of the Parish of Jefferson worth in excess of \$5,000, that is: defendant **AARON F. BROUSSARD**, the Jefferson Parish President, received payoffs and kickbacks from Mack, through his company, FCC, a Jefferson Parish contractor doing work and seeking to do work in the Parish of Jefferson as set forth below:

COUNT	DATE	PAYOFF AMOUNT
2	August 7, 2007	\$1,250.00
3	September 11, 2007	\$1,750.00
4	October 3, 2007	\$1,500.00
5	October 31, 2007	\$1,500.00
6	November 13, 2007	\$1,500.00

All in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNTS 7-18

WIRE FRAUD

A. The allegations contained in Parts A and B of Count 1 are hereby re-alleged and incorporated herein by reference.

B. On or about the dates listed below, in the Eastern District of Louisiana and elsewhere, the defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, for the purpose of executing the scheme and artifice to defraud set forth in Part B of Count 1, caused the following bank wire transfers, among others, to be transmitted in interstate commerce, by means of a wire communication:

Count No.	Originating Bank	Recipient Bank	Wire Amount	Date of Wire Transfer
7	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,729.93	10/31/08
8	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$845.54	11/14/08

Count No.	Originating Bank	Recipient Bank	Wire Amount	Date of Wire Transfer
9	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,675.38	11/26/08
10	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,675.76	12/12/08
11	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,675.38	12/23/08
12	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,701.45	10/02/09
13	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,700.98	10/16/09
14	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,756.86	10/31/09
15	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,701.45	11/13/09
16	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,700.98	11/25/09
17	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,701.45	12/11/09

Count No.	Originating Bank	Recipient Bank	Wire Amount	Date of Wire Transfer
18	Omni Bank	Karen A. Parker Jefferson Parish Employees Federal Credit Union Acct No.: 7080	\$1,700.98	12/23/09

All in violation of Title 18, United States Code, Section 1343.

COUNTS 19-23

WIRE FRAUD

A. The allegations contained in Parts A and B of Count 1 are hereby re-alleged and incorporated herein by reference.

B. On or about the dates listed below, in the Eastern District of Louisiana and elsewhere, the defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, for the purpose of executing the scheme and artifice to defraud set forth in Part B of Count 1, caused the following bank wire transfers, among others, to be transmitted in interstate commerce, by means of a wire communication:

Count No.	Originating Bank	Recipient Bank	Wire Amount	Date of Wire Transfer
19	Omni Bank	Thomas G. Wilkinson Omni Bank No.: 0068	\$4,321.17	11/13/09
20	Omni Bank	Thomas G. Wilkinson Omni Bank No.: 0068	\$4,840.49	11/25/09
21	Omni Bank	Thomas G. Wilkinson Omni Bank No.: 0068	\$4,321.17	12/11/09

Count No.	Originating Bank	Recipient Bank	Wire Amount	Date of Wire Transfer
22	Omni Bank	Thomas G. Wilkinson Omni Bank No.: 0068	\$4,840.49	12/23/09
23	Omni Bank	Thomas G. Wilkinson Omni Bank No.: 0068	\$4,314.07	1/08/10

All in violation of Title 18, United States Code, Section 1343.

COUNT 24

THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS

- A. The allegations contained in Part A of Count 1 are hereby re-alleged and incorporated herein by reference.
- B. Beginning on or about January 31, 2009, and continuing to on or about December 31, 2009, in the Eastern District of Louisiana and elsewhere, defendants **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, did knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of **WILKINSON** in that **WILKINSON** received approximately \$36,000.00 in income that he was not entitled to because Jefferson Parish President **AARON F. BROUSSARD** awarded him a discretionary pay raise based on **BROUSSARD**'s belief that **WILKINSON** had helped his family member gain admission to a local private school.

All in violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

COUNT 25

THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS

- A.** The allegations contained in Part A of Count 1 are hereby re-alleged and incorporated herein by reference.
- B.** Beginning on or about January 1, 2007, and continuing to on or about December 31, 2007, in the Eastern District of Louisiana and elsewhere, defendants **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, did knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of Karen Parker, wife of the Jefferson Parish President **AARON F. BROUSSARD**, a person other than the rightful owner, property valued at \$5,000.00 or more and owned by, or under the care, custody, and control of Jefferson Parish, in that Karen Parker received approximately \$29,511.66 in income that she was not entitled to because she did not perform the essential duties of a Paralegal Supervisor and because she was paid substantially more than the individual who held the position of ID/Security System Coordinator.

All in violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

COUNT 26

THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS

- A.** The allegations contained in Part A of Count 1 are hereby re-alleged and incorporated herein by reference.
- B.** Beginning on or about January 1, 2008, and continuing to on or about December 31, 2008, in the Eastern District of Louisiana and elsewhere, defendants **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, did

knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of Karen Parker, wife of the Jefferson Parish President **AARON F. BROUSSARD**, a person other than the rightful owner, property valued at \$5,000.00 or more and owned by, or under the care, custody, and control of Jefferson Parish, in that Karen Parker received approximately \$24,424.50 in income that she was not entitled to because she did not perform the essential duties of a Paralegal Supervisor and because she was paid substantially more than the individual who held the position of ID/Security System Coordinator.

All in violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

COUNT 27

THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS

- A.** The allegations contained in Part A of Count 1 are hereby re-alleged and incorporated herein by reference.
- B.** Beginning on or about January 1, 2009, and continuing to on or about December 31, 2009, in the Eastern District of Louisiana and elsewhere, defendants **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, and others known and unknown to the grand jury, did knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of Karen Parker, wife of the Jefferson Parish President **AARON F. BROUSSARD**, a person other than the rightful owner, property valued at \$5,000.00 or more and owned by, or under the care, custody, and control of Jefferson Parish, in that Karen Parker received approximately \$28,157.69 in income that she was not entitled to because she did not perform the essential duties of a Paralegal Supervisor and because she was paid substantially more than the individual who held the position of ID/Security System Coordinator.

All in violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

NOTICE OF BRIBERY OF FEDERAL PROGRAMS FORFEITURE

1. The allegations of Counts 1 and 2 through 6 of this Second Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 371, 666(a)(1)(B) and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts 1 and 2 through 6, defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Sections 371 and 666(a)(1)(B).

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to

seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Sections 371, 666(a)(1)(B) and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

NOTICE OF WIRE FRAUD FORFEITURE

1. The allegations of Counts 1 and 7 through 23 of this Second Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 371, 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts 1 through 23, defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Sections 371 and 1343, including but not limited to:

- a. \$195,369.86 in United States Currency and all interest and proceeds traceable thereto.
- b. The government specifically provides notice of its intent to seek a personal money judgment against the defendants in the amount of the fraudulently-obtained proceeds.

3. If any of the property subject to forfeiture, as a result of any act or omission of the

defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Sections 371, 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

NOTICE OF FEDERAL PROGRAM FRAUD FORFEITURE

1. The allegations of Counts 1 and 24 through 27 of this Second Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 371, 666 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts 1 and 24 through 27, defendants, **AARON F. BROUSSARD** and **THOMAS G. WILKINSON**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Sections 371

and 666, including but not limited to:

- a. \$195, 369.86 in United States Currency and all interest and proceeds traceable thereto.
- b. The government specifically provides notice of its intent to seek a personal money judgment against the defendants in the amount of the fraudulently-obtained proceeds.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Sections 371, 666 and 981(a)(1)(C),
made applicable through Title 28, United States Code, Section 2461(c).


A TRUE BILL:



FOREPERSON



JIM LETTEN
UNITED STATES ATTORNEY
Louisiana Bar Roll No. 8517



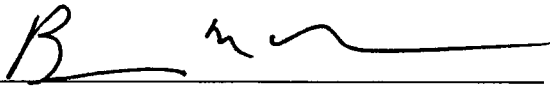
JAN MASELLI MANN
First Assistant United States Attorney
Louisiana Bar Roll No. 9020



MATTHEW S. CHESTER
Assistant United States Attorney
Texas Bar No. 24045650



EDWARD J. RIVERA
Assistant United States Attorney
Colorado Bar Roll No. 29239



BRIAN M. KLEBBA
Assistant United States Attorney
New York Bar Roll No. 2938728

New Orleans, Louisiana
July 27, 2012